



In re application of:

Mark E. REDDING *et al.*

Appl. No: 09/648,502

Confirmation No: 5521

Filed: August 25, 2000

For: LICENSE MANAGEMENT
SYSTEM AND METHOD FOR
COMMUTER LICENSING

Art Unit: 2141

Examiner: Paul H. Kang

Atty. Docket No: 35997-215674
(formerly 230074.0230)

Customer No:

26694
PATENT TRADEMARK OFFICE

Change of Attorney Docket Number

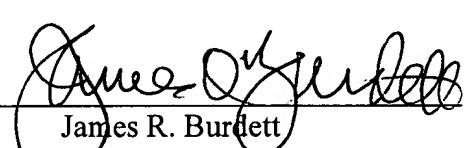
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

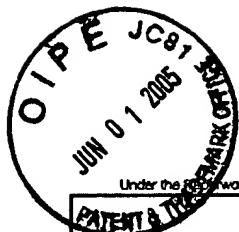
Sir:

Please note that the Attorney Docket Number for the above-identified application has been changed from 230074.0230 to 35997-215674. It is respectfully requested that the Office's file wrapper and appropriate databases be updated accordingly.

Respectfully submitted,

Date: June 1, 2005


James R. Burdett
Registration No. 31,594
VENABLE LLP
P.O. Box 34385
Washington, D.C. 20043-9998
Telephone: (202) 344-4000
Telefax: (202) 344-8300



PTO/SB/82 (09-04)

Approved for use through 11/30/2006. OMB 0651-0035

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

REVOCATION OF POWER OF ATTORNEY WITH NEW POWER OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS	Application Number	09/648,502
	Filing Date	August 25, 2000
	First Named Inventor	Mark E. REDDING
	Art Unit	2141
	Examiner Name	Paul H. Kang
	Attorney Docket Number	35997-215674 (formerly 230074.0230)

I hereby revoke all previous powers of attorney given in the above-identified application.

A Power of Attorney is submitted herewith.

OR

I hereby appoint the practitioners associated with the Customer Number: 26694

Please change the correspondence address for the above-identified application to:

The address associated with
Customer Number: 26694

OR

Firm or
Individual Name

Address

City

Country

State

Zip

Telephone

Fax

I am the:

Applicant/Inventor.

Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

Signature

Name

Kevin L. Hicks, General Counsel, SafeNet, Inc.

Date

30 May 05

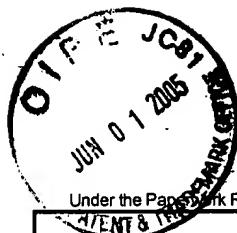
Telephone

443 327 1262

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

Total of 1 forms are submitted.

652527v1



PTO/SB/96 (09-04)

Approved for use through 07/31/2006. OMB 0651-0031

Approved for use without payment of fee under 37 CFR 1.85.

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Mark Redding et al.

Application No./Patent No.: 09/648,502 Filed/Issue Date: August 25, 2000

Entitled: **LICENSE MANAGEMENT SYSTEM AND METHOD FOR COMMUTER LICENSING**

Safenet, Inc. , a Corporation
(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. the assignee of the entire right, title, and interest; or

2. an assignee of less than the entire right, title and interest.

The extent (by percentage) of its ownership interest is %

in the patent application/patent identified above by virtue of either:

A. An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Mark Redding et al. To: Rainbow Technologies, Inc.
The document was recorded in the United States Patent and Trademark Office at
Reel 011054, Frame 0094, or for which a copy thereof is attached.
2. From: Rainbow Technologies, Inc. To: Ravens Acquisition Corp.
The document was recorded in the United States Patent and Trademark Office at
Reel , Frame , or for which a copy thereof is attached.
3. From: Ravens Acquisition Corp. To: Safenet, Inc.
The document was recorded in the United States Patent and Trademark Office at
Reel , Frame , or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

Copies of assignments or other documents in the chain of title are attached.
[NOTE: A separate copy (*i.e.*, a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.


Signature
James R. Burdett

June 1, 2005

Date

James R. Burdett
Printed or Typed Name

(202) 344-4000

Telephone Number

653100x1

ASSIGNMENT

WHEREAS, we, Mark E. Redding, residing at 1132 Baypointe Dr., Newport Beach, California 92660; Logan A. Badia, residing at 3401 Puente St., Fullerton, California 92835; Sandeep Handa, residing at 26, Aroha Kunj, Sector-13, Rohini, New Delhi, India; Hemant Sharma, residing at 26571 Normandale Drive, Lake Forest, California 92630; Sanjay Chopra, residing at c/o Vimany Software India Pvt. Ltd., GF, STP, NSIC Complex, NSIC Bhawan, Okhla Industrial Estate, New Delhi, India; Rana Gupta, residing at 801, Sector-17, Gurgaon, Haryana, India; and Poonam Lal, residing at B-34B, DLF, Sector-14, Gurgaon, Haryana, India, made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on same date herewith, which is entitled **LICENSE MANAGEMENT SYSTEM AND METHOD FOR COMMUTER LICENSING;**

AND WHEREAS, Rainbow Technologies, Inc., a corporation organized and existing under and by virtue of the laws of the State of California, and having an office and place of business at 50 Technology Drive, Irvine, California 92618. (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the

Attorney Docket No. 230074.0230

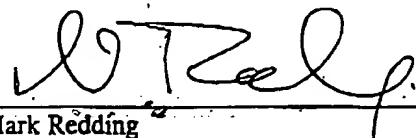
assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

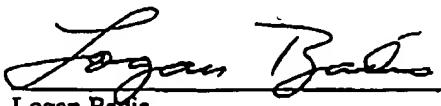
IN TESTIMONY WHEREOF, I have hereunto set my hand this 16th day of

August, 2000.


Mark Redding

IN TESTIMONY WHEREOF, I have hereunto set my hand this 14th day of

August, 2000.


Logan Basha

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of
_____, 2000.

Sandeep Handa

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of
_____, 2000.

Hemant Sharma

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of
_____, 2000.

Sanjay Chopra

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of
_____, 2000.

Rana Gupta

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of
_____, 2000.

Poonam Lal

ASSIGNMENT

WHEREAS, we, Mark E. Redding, residing at 1132 Baypointe Dr., Newport Beach, California 92660; Logan A. Badia, residing at 3401 Puente St., Fullerton, California 92835; Sandeep Handa, residing at 26, Aroha Kunj, Sector-13, Rohini, New Delhi, India; Hemant Sharma, residing at 26571 Normandale Drive, Lake Forest, California 92630; Sanjay Chopra, residing at c/o Vimany Software India Pvt. Ltd., GF, STP, NSIC Complex, NSIC Bhawan, Okhla Industrial Estate, New Delhi, India; Rana Gupta, residing at 801, Sector-17, Gurgaon, Haryana, India; and Poonam Lal, residing at B-34B, DLF, Sector-14, Gurgaon, Haryana, India, made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on same date herewith, which is entitled LICENSE MANAGEMENT SYSTEM AND METHOD FOR COMMUTER LICENSING;

AND WHEREAS, Rainbow Technologies, Inc., a corporation organized and existing under and by virtue of the laws of the State of California, and having an office and place of business at 50 Technology Drive, Irvine, California 92618 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

IN WITNESS WHEREOF, I have signed this instrument
NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the

assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of
_____, 2000.

Mark Redding

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of
_____, 2000.

Logan Badia

Aug-22-00 03:23P

91 11 6107257

P.05

Attorney Docket No. 230074.0230

IN TESTIMONY WHEREOF, I have hereunto set my hand this 22nd day ofAugust, 2000.

Sandeep Handa
Sandeep Handa

IN TESTIMONY WHEREOF, I have hereunto set my hand this 22 day ofAugust, 2000.Hemant Sharma
Hemant SharmaIN TESTIMONY WHEREOF, I have hereunto set my hand this 22nd day ofAugust, 2000.

Sanjay Chopra
Sanjay Chopra

IN TESTIMONY WHEREOF, I have hereunto set my hand this 22 day ofAugust, 2000.Rana Gupta
Rana Gupta

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of
_____, 2000.

Poonam Lal

ASSIGNMENT

WHEREAS, we, Mark E. Redding, residing at 1132 Baypointe Dr., Newport Beach, California 92660; Logan A. Badia, residing at 3401 Puente St., Fullerton, California 92835; Sandeep Handa, residing at 26, Aroha Kunj, Sector-13, Rohini, New Delhi, India; Hemant Sharma, residing at 26571 Normandale Drive, Lake Forest, California 92630; Sanjay Chopra, residing at c/o Viman Software India Pvt. Ltd., GF, STP, NSIC Complex, NSIC Bhawan, Okhla Industrial Estate, New Delhi, India; Rana Gupta, residing at 801, Sector-17, Gurgaon, Haryana, India; and Poonam Lal, residing at B-34B, DLF, Sector-14, Gurgaon, Haryana, India; made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on same date herewith, which is entitled LICENSE MANAGEMENT SYSTEM AND METHOD FOR COMMUTER LICENSING;

AND WHEREAS, Rainbow Technologies, Inc., a corporation organized and existing under and by virtue of the laws of the State of California, and having an office and place of business at 50 Technology Drive, Irvine, California 92618 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the

assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of
_____, 2000.

Mark Redding

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of
_____, 2000.

Logan Badia

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of
_____, 2000.

Sandeep Handa

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of
_____, 2000.

Hemant Sharma

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of
_____, 2000.

Sanjay Chopra

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of
_____, 2000.

Rana Gupta

Aug-22-00 03:25P

91 11 6107257 11 16

P.16

Attorney Docket No. 230074.0227

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of
_____, 2000.

Aug-22-00 03:23P

91 11 6107257

P.06

Attorney Docket No. 230074.0230

IN TESTIMONY WHEREOF, I have hereunto set my hand this 22 nd day of

August, 2000.

Poonam Lal

Poonam Lal

015.445895.1

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Delaware

PAGE 1

The First State

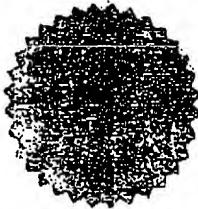
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"RAVENS ACQUISITION CORP.", A DELAWARE CORPORATION, WITH AND INTO "RAINBOW TECHNOLOGIES, INC." UNDER THE NAME OF "RAINBOW TECHNOLOGIES, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIFTEENTH DAY OF MARCH, A.D. 2004, AT 2:12 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIFTEENTH DAY OF MARCH, A.D. 2004, AT 4:01 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2124882 8100N
040190277



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 2988678

DATE: 03-15-04

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:18 PM 03/15/2004
FILED 02:12 PM 03/15/2004
SRV 040190277 - 2124882 FILE

**CERTIFICATE OF MERGER
FOR THE MERGER OF
RAVENS ACQUISITION CORP. (a Delaware corporation)
WITH AND INTO
RAINBOW TECHNOLOGIES, INC. (a Delaware corporation)**

Pursuant to Sections 103 and 251 of the Delaware General Corporation Law, Rainbow Technologies, Inc., a Delaware corporation, which is the surviving corporation in the merger described herein, hereby certifies as follows:

1. The name and state of incorporation of each of the constituent corporations are:
 - a. RAVENS ACQUISITION CORP., a Delaware corporation (hereinafter "Ravens"); and
 - b. RAINBOW TECHNOLOGIES, INC., a Delaware corporation (hereinafter "Rainbow Technologies").
2. An Agreement and Plan of Reorganization, dated October 22, 2003 (the "Agreement and Plan of Reorganization") has been approved, adopted, certified, executed, and acknowledged by each of the constituent corporations in accordance with the provisions of Section 251(c) of the Delaware General Corporation Law.
3. At the effective time of the merger described herein, Ravens shall be merged with and into Rainbow Technologies, and Rainbow Technologies shall be the surviving corporation and the name of the surviving corporation shall be "Rainbow Technologies, Inc."
4. At the effective time of the merger, the Certificate of Incorporation of Rainbow Technologies shall be as set forth in Exhibit A hereto.
5. The executed Agreement and Plan of Reorganization is on file at the principal place of business of the surviving corporation at 50 Technology Drive, Irvine, California 92618.
6. A copy of the Agreement and Plan of Reorganization will be furnished by Rainbow Technologies on request and without cost, to any stockholder of any constituent corporation.
7. The merger shall become effective at 4:01 p.m. Eastern Time on March 15, 2004.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Merger to be
duly executed as of the 15th day of March, 2004.

RAINBOW TECHNOLOGIES, INC.

By: Walter Staub
Name: Walter Staub
Title: President

Exhibit A

CERTIFICATE OF INCORPORATION
OF
RAINBOW TECHNOLOGIES, INC.

FIGURE: The name of the corporation is Rainbow Technologies, Inc. (the "Corporation").

SECOND: The address of the Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, in the city of Wilmington in the county of New Castle. The name of the registered agent at such address is Corporation Service Company.

ARTICLE I: The nature of the business and the purposes for which the Corporation is formed are to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").

FOURTEEN. The total number of shares of all classes of stock which the Corporation shall have authority to issue is one thousand (1,000) shares of common stock, par value \$10 per share.

FIFTH: The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The authorized number of directors of the Corporation shall be fixed from time to time pursuant to a resolution adopted by the Board of Directors.

३४४६

A. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director or an officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DCL, as the same exists or may otherwise be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expenses, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such

Indemnitee in connection therewith; provided, however, that, except as provided in Section C of this Article SIXTH with respect to proceedings to enforce rights to indemnification the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation.

B. The right to indemnification conferred in Section A of this Article SIXTH shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the DGCL requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, services to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Section or otherwise. The rights to indemnification and to the advancement of expenses conferred in Sections A and B of this Article SIXTH shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators.

C. If a claim under Sections A or B of this Article SIXTH is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expenses of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the DGCL. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or

to an advancement of expenses hereunder, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article SIXTEEN or otherwise shall be on the Corporation.

- D. The rights to indemnification and to the advancement of expenses conferred in this Article SIXTEEN shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, provision of this Certificate of Incorporation, provision of the Company's bylaws, agreement, or vote of stockholders or disinterested directors.
- E. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or its subsidiary or affiliate, or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.
- F. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation, or any person that is or was serving at the request of the Corporation as an employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, to the fullest extent of the provisions of this Article SIXTEEN with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

SEVENTH: A director of this Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability: (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) under Section 174 of the DGCL; or (iv) for any transaction from which the director derived an improper personal benefit. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL as so amended. Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

EIGHTH: Elections of Directors need not be by written ballot unless the bylaws of the Corporation so provide.

NINTH: The Board of Directors shall have the power to adopt, amend or repeal the bylaws of the Corporation.

EXHIBIT C

**CERTIFICATE OF MERGER
FOR THE MERGER OF
RAVENS ACQUISITION CORP. (a Delaware corporation)
WITH AND INTO
RAINBOW TECHNOLOGIES, INC. (a Delaware corporation)**

Pursuant to Sections 103 and 251 of the Delaware General Corporation Law, Rainbow Technologies, Inc., a Delaware corporation, which is the surviving corporation in the merger described herein, hereby certifies as follows:

1. The name and state of incorporation of each of the constituent corporations are:
 - a. RAVENS ACQUISITION CORP., a Delaware corporation (hereinafter "Ravens"); and
 - b. RAINBOW TECHNOLOGIES, INC., a Delaware corporation (hereinafter "Rainbow Technologies").
2. An Agreement and Plan of Reorganization, dated October 22, 2003 (the "Agreement and Plan of Reorganization") has been approved, adopted, certified, executed, and acknowledged by each of the constituent corporations in accordance with the provisions of Section 251(c) of the Delaware General Corporation Law.
3. At the effective time of the merger described herein, Ravens shall be merged with and into Rainbow Technologies, and Rainbow Technologies shall be the surviving corporation and the name of the surviving corporation shall be changed to "Rainbow Technologies Technologies, Inc."
4. At the effective time of the merger, the Certificate of Incorporation of Ravens, attached hereto as Exhibit A, shall be the Certificate of Incorporation of Rainbow Technologies.
5. The executed Agreement and Plan of Reorganization is on file at the principal place of business of the surviving corporation at 50 Technology Drive, Irvine, California 92618.
6. A copy of the Agreement and Plan of Reorganization will be furnished by Rainbow Technologies, on request and without cost, to any stockholder of any constituent corporation.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Merger to be
duly executed as of the day of , 2003.

RAINBOW TECHNOLOGIES, INC.

By: _____
Name
Title

FROM VENABLE LLP VIENNA VA

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EXHIBIT A

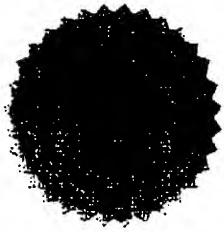
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "RAVENS ACQUISITION CORP.", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF OCTOBER, A.D. 2003, AT 3:46 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3715779 8100

AUTHENTICATION: 2691975

030663482

DATE: 10-16-03

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State of Delaware
Secretary of State #1002
Division of Corporations
Delivered 03:46 PM 10/15/2003
FILED 03:46 PM 10/15/2003
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CERTIFICATE OF INCORPORATION
OF
RAVENS ACQUISITION CORP.

FIRST: The name of the corporation is Ravens Acquisition Corp. (the "Corporation").

SECOND: The address of the Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, in the city of Wilmington in the county of New Castle. The name of the registered agent at such address is Corporation Service Company.

THIRD: The nature of the business and the purposes for which the Corporation is formed are to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is one thousand (1,000) shares of common stock, par value \$.01 per share.

FIFTH: The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The authorized number of directors of the Corporation shall be fixed from time to time pursuant to a resolution adopted by the Board of Directors.

SIXTH: The name and mailing address of the incorporator are Shawn Parish, c/o Venable LLP, 575 7th Street, N.W., Washington, D.C. 20004.

SEVENTH:

A. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director or an officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in

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the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith; provided, however, that, except as provided in Section C of this Article SEVENTH with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation.

- B. The right to indemnification conferred in Section A of this Article SEVENTH shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the DGCL requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, services to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Section or otherwise. The rights to indemnification and to the advancement of expenses conferred in Sections A and B of this Article SEVENTH shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators.
- C. If a claim under Sections A or B of this Article SEVENTH is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expenses of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the DGCL. Neither the failure of the Corporation (including its Board of Directors, independent legal

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counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article SEVENTH or otherwise shall be on the Corporation.

- D. The rights to indemnification and to the advancement of expenses conferred in this Article SEVENTH shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, provision of this Certificate of Incorporation, provision of the Company's bylaws, agreement, or vote of stockholders or disinterested directors.
- E. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or its subsidiary or affiliate, or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.
- F. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation, or any person that is or was serving at the request of the Corporation as an employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, to the fullest extent of the provisions of this Article SEVENTH with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

EIGHTH: A director of this Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability: (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) under Section 174 of the DGCL; or (iv) for any transaction from which the director derived an improper personal benefit. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL.

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as so amended. Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

NINTH: Elections of Directors need not be by written ballot unless the bylaws of the Corporation so provide.

TENTH: The Board of Directors shall have the power to adopt, amend or repeal the bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned, being the sole incorporator herein named, for the purpose of forming a Delaware corporation, has executed, signed and acknowledged this Certificate of Incorporation this 14th day of October, 2003.

Shawn Parish
Shawn Parish
Incorporator

RAVENS ACQUISITION CORP.**UNANIMOUS WRITTEN CONSENT
OF INITIAL DIRECTORS OF CORPORATION
NAMED BY THE INCORPORATOR**

THE UNDERSIGNED, pursuant to authority conferred by the General Corporation Law of the State of Delaware, being all of the directors named by the Incorporator of Ravens Acquisition Corp., a Delaware corporation (the "Corporation"), as the initial directors of the Corporation pursuant to the Statement of Organization of the Incorporator of the Corporation, do hereby waive all notice of the time, place and purposes of a meeting of the Board of Directors of the Corporation (the "Board of Directors" or the "Board") and unanimously consent to and adopt the following resolutions and take the following actions, which resolutions and actions shall have the same force and effect as if taken by unanimous affirmative vote at a meeting of the Board duly called and held pursuant to said law:

(ORGANIZATIONAL MATTERS)

RESOLVED, that upon receipt of a certified copy of the Certificate of incorporation of the Corporation, the Secretary is hereby directed to file the same, together with this Consent, with the records of the minutes and proceedings of the directors and stockholders of the Corporation; and

FURTHER RESOLVED, that the Bylaws of the Corporation in the form attached hereto as Exhibit A and filed herewith (the "Bylaws") be, and the same hereby are, ratified and adopted as the Bylaws of the Corporation for the regulation and management of the Corporation's affairs; and

FURTHER RESOLVED, that the proper officers, representatives and agents of the Corporation are authorized and directed to prepare and deliver to the Secretary of the Corporation the form of stock certificate for the common stock of the Corporation, par value \$0.01 per share (the "Common Stock"), which form shall be attached hereto as Exhibit B and filed herewith and shall be deemed to have been adopted at this meeting; and upon the attachment thereof by the Secretary of the Corporation, the Secretary may certify such form of stock certificate as having been adopted by the Board of Directors at this meeting.

(ELECTION OF OFFICERS)

RESOLVED, that the Corporation shall have a President, a Secretary and a Treasurer such other officers as may be appointed hereafter from time to time; and

FURTHER RESOLVED, that the following persons are hereby elected to the offices indicated opposite their respective names, to hold office until the first annual meeting of the stockholders and thereafter until their successors are elected and qualify, unless otherwise determined by the Board of Directors:

President:	Anthony A. Caputo
Treasurer:	Carole D. Argo
Secretary:	Carole D. Argo

(AUTHORIZATION AND ISSUANCE OF STOCK)

RESOLVED, that the Board of Directors does hereby acknowledge receipt of the offer from SafeNet, Inc., a Delaware corporation ("SafeNet"), to subscribe for One Thousand (1,000) shares of the Corporation's Common Stock, for an aggregate cash consideration of \$10.00; and

FURTHER RESOLVED, that the Board has determined that the above-indicated consideration to be received from SafeNet is adequate and sufficient; and

FURTHER RESOLVED, that the Corporation accepts the offer of subscription submitted by SafeNet and authorizes the appropriate officers to issue shares of its fully paid and non-assessable Common Stock to SafeNet for the number of shares and for the cash consideration above listed; and

FURTHER RESOLVED, that the appropriate officers be, and hereby are, authorized, empowered and directed for, in the name of and on behalf of the Corporation, to execute and deliver all such documents, certificates or instruments, and to take all such further actions as they, with the advice of counsel, may deem necessary to carry out the foregoing resolutions and fully to effectuate the purposes and intents thereof, the taking of such action by such officers to be conclusive evidence of such authority; and

FURTHER RESOLVED, that all the certificates for such shares of Common Stock shall bear a legend in substantially the following form (as well as any other legend required by applicable law):

The shares of Common Stock evidenced by this certificate have not been registered under the Securities Act of 1933, as amended, or under the applicable securities act of any state, and may not be sold, transferred or otherwise disposed of to any person, including, without limitation, a pledgee or donee, in contravention of such acts without an opinion of counsel, satisfactory to counsel to the Corporation, that such sale, transfer or disposition will not violate the registration requirements of such acts.

(BANKING RESOLUTIONS)

RESOLVED, that the Corporation open and maintain such bank accounts at those financial institutions (each, a "Bank") deemed appropriate by the Chairman, and that the Chairman is authorized to establish, or cause the establishment of, such banking and depository arrangements for the Corporation as may be deemed necessary or desirable and in connection therewith to execute such agreements or to delegate to others the power to execute such agreements as may be necessary or desirable; and

FURTHER RESOLVED, that if any Bank requests or requires a particular form of authorizing resolution or resolutions in order to establish a banking or depository arrangement for the Corporation, such resolution or resolutions shall be deemed to have been adopted at this meeting; and upon the insertion thereof by the Secretary of the Corporation in the Minute Book of the Corporation, the Secretary may certify such resolution or resolutions as having been adopted by the Board of Directors at this meeting; and

FURTHER RESOLVED, that the Secretary of the Corporation is hereby directed to deliver to the Bank a certified copy of these resolutions and the names and signatures of the persons designated by the Chairman as being authorized to sign for the Corporation.

(EMPLOYER IDENTIFICATION NUMBER)

RESOLVED, that on behalf of the Corporation, the proper officers and representatives of the Corporation are authorized and directed to execute and file with the Internal Revenue Service an Application for Employer Identification Number on Internal Revenue Service Form SS-4.

(ACCOUNTING AND FINANCIAL MATTERS)

RESOLVED, that the proper officers be, and they hereby are, authorized to pay all accounting and legal fees and expenses incident to and necessary for the organization of the Corporation.

(FURTHER AUTHORIZATION FOR ORGANIZATION)

RESOLVED, that the officers of the Corporation, or any of them, are hereby authorized, empowered and directed to take any and all necessary or appropriate action, including the expenditure of funds, to complete the organization of the Corporation fully and expeditiously; and

FURTHER RESOLVED, that the officers of the Corporation, or any of them, are hereby authorized to execute and deliver any document or instrument and to take any action they deem necessary, desirable or appropriate to accomplish the purposes of the foregoing resolutions.

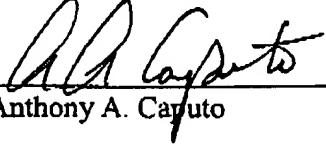
(RATIFICATION OF ACTIONS PRIOR TO THE ORGANIZATIONAL MEETING)

RESOLVED, that all actions of officers, representatives and agents of SafeNet taken on behalf of SafeNet and the Corporation prior to the effective date of this consent and in connection with, and in furtherance of, any of the foregoing resolutions be, and they hereby are, approved, ratified and confirmed; and

FURTHER RESOLVED, that this Consent may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original, but all of which counterparts together shall constitute one and the same consent.

THIS WRITTEN CONSENT, signed by all the members of the Board of Directors of the Corporation named by the Incorporator pursuant to the Statement of Organization of the Incorporator, shall be effective as of the 15th day of October, 2003 and shall be filed with the minutes of the Board.

Date: October 15, 2003


Name: Anthony A. Caputo

Date: October 15, 2003


Name: Carole D. Argo

**JOINT WRITTEN CONSENT OF THE
BOARD OF DIRECTORS AND THE SOLE STOCKHOLDER
OF RAVENS ACQUISITION CORP.**

Effective as of October 15, 2003

Pursuant to authority conferred by Sections 141 and 228 of the Delaware General Corporation Law, the undersigned, being all of the directors and the sole stockholder of Ravens Acquisition Corp., a Delaware corporation (the "Corporation"), do hereby waive all notice of the time, place and purposes of a meeting of the Board of Directors of the Corporation (the "Board of Directors" or the "Board") and of the sole stockholder of the Corporation (the "Sole Stockholder") and, in each case, consent to and adopt the following resolutions and take the following actions, which resolutions and actions shall have the same force and effect as if taken by unanimous affirmative vote at a meeting of the Board and the Sole Stockholder duly called and held pursuant to said law:

WHEREAS, it is deemed advisable by the Board that the Corporation enter into an Agreement and Plan of Reorganization with Rainbow Technologies, Inc., a Delaware corporation ("Rainbow"), and those certain other parties identified therein (the "Agreement"), pursuant to which the Corporation shall be merged with and into Rainbow, which shall be the surviving corporation (the "Merger"); and

WHEREAS, the Board has recommended that the Sole Stockholder approve the Merger and the Agreement.

NOW, THEREFORE, BE IT

RESOLVED, that the Merger and the Agreement, in the form previously presented to the Board, are hereby approved, adopted, authorized and agreed to in all respects, with such changes as the proper officers of the Corporation may deem necessary or desirable; and

FURTHER RESOLVED, that the Corporation shall effect the Merger in accordance with the Agreement and the General Corporation Law of the State of Delaware; and

FURTHER RESOLVED, that the officers of the Corporation be, and they hereby are, authorized, empowered and directed to execute and deliver the Agreement, and such other documents and agreements as such officers may deem appropriate in connection with the Merger, in the name of the Corporation, and to make such changes or additions to the aforesaid Agreement and such other documents and agreements as such officers may deem to be advisable and in the best interests of the Corporation; and

FURTHER RESOLVED, that following the execution of the Agreement by the Corporation, the officers of the Corporation be, and they hereby are, authorized, empowered and directed to prepare and file a certificate of merger in connection with the Merger and the Agreement with the Secretary of State of the State of Delaware, in accordance with Section 251 of the General Corporation Law of the State of Delaware; and

FURTHER RESOLVED, that the officers of the Corporation be, and they hereby are, authorized, empowered and directed to do and perform all such further acts and things, and to execute and deliver in the name of the Corporation all such further certificates, instruments or other documents as in their judgment shall be necessary or advisable to effectuate the intent and purposes of the foregoing resolutions, and any or all of the transactions contemplated therein; and

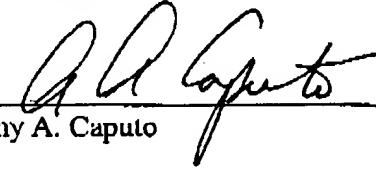
FURTHER RESOLVED, that this Consent may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original, but all of which counterparts together shall constitute one and the same consent.

IN WITNESS WHEREOF, this Joint Written Consent has been executed by all of the directors of the Corporation and the sole stockholder of the Corporation and shall be effective as of the date set forth above.

DIRECTORS:

Date: Effective as of October 15, 2003

Anthony A. Caputo



Date: Effective as of October 15, 2003

Carolc D. Argo
Carolc D. Argo

SOLE STOCKHOLDER:**SAFENET, INC.**

Date: Effective as of October 15, 2003

By: _____
Anthony A. Caputo
Chief Executive Officer



**STATEMENT OF ORGANIZATION
OF THE INCORPORATOR
OF RAVENS ACQUISITION CORP.**

THE UNDERSIGNED, incorporator of Ravens Acquisition Corp., a Delaware corporation (the "Company"), hereby certifies pursuant to Section 108 of the General Corporation Law of Delaware:

1. The certificate of incorporation of the Company was filed with the Secretary of State of Delaware and duly recorded in the Office of the Recorder of New Castle County on October 15, 2003.

2. The bylaws annexed hereto have been adopted by me as and for the bylaws of the Company.

3. The following named persons have been elected by me as the directors of the Company to hold office until the first annual meeting of stockholders of the Company or until their successors are elected and qualify:

Anthony A. Caputo
Carole D. Argo

IN WITNESS WHEREOF, I have signed this instrument effective as of the 15th day of October, 2003.

Shawn Parish
Shawn Parish
Incorporator

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